

This Indenture, Made this 31st day of October in the year of our Lord one thousand eight hundred and ninety two between Calvin Hadley and Eliza Hadley husband & wife of Medea in the County of Douglas and State of Kansas of the first part, and N. H. Webster of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Two Hundred and Twenty Five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part their heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North West Forty (40) Acres of the North East Quarter of Section Seventeen (17) Township Fifteen (15) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Calvin Hadley and wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Twenty Five Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Calvin Hadley & wife to the said party of the second part: due and payable Three years from date of October 31, 1895 with interest thereon at the rate of eight per cent per annum payable annually privilege of paying \$100 on principal, at any interest paying period is given and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part their executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Calvin Hadley wife heirs and assigns.

In Witness Whereof, The said part of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Calvin Hadley (SEAL.)
Eliza Hadley (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31st day of October, A. D. 1895, before me, J. E. Kiddy, a Notary Public in and for said County and State, came Calvin Hadley and Eliza Hadley his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires July 9th 1898

Recorded Oct 31 A. D. 1895 at 12 o'clock A. M.

J. E. Kiddy

Notary Public.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument
The Note herein described having been paid in full this mortgage
is hereby released, and the said party are discharged
as witness my hand this 22 day of Feb'y. A. D. 1898
J. E. Kiddy
W. M. Clark. Recorded Feb'y. 24th 1898.